

COTTONWOOD HEIGHTS

RESOLUTION NO. 2008-35

A RESOLUTION APPROVING A "GAMES AND ACTIVITIES" CONTRACT WITH CUSTOM EVENTS, INC. FOR 2008 BUTLERVILLE DAYS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 13 May 2008 to consider, among other things, approving a contract and purchase order, and amendment thereto (collectively, the "*Agreement*") with Custom Events, Inc. ("*Contractor*") whereunder the City would retain Contractor to provide and oversee various games and events at the City's 2008 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

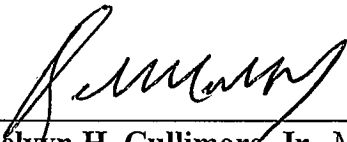
NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Contractor is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2008-35, shall take effect immediately upon passage.

PASSED AND APPROVED this 13th day of May 2008.

COTTONWOOD HEIGHTS CITY COUNCIL

By


Kelynn H. Cullimore, Jr., Mayor




Linda W. Dunlavy, Recorder

VOTING:

| | | |
|--------------------------|---|------------------------------|
| Kelvyn H. Cullimore, Jr. | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Gordon M. Thomas | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| J. Scott Bracken | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Don J. Antczak | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Bruce T. Jones | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |

DEPOSITED in the office of the City Recorder this 13th day of May 2008.

RECORDED this 14 day of May 2008.

WST\CH\504257.1

CUSTOM EVENTS

(801) 446-5115
fax: (801) 562-1240
538 west 9560 south
Sandy, Utah 84070
www.customeventsinc.com

EVENT

PROPOSAL #3*

Company: Butlerville days

Contact: Kim Horiuchi

Telephone: 947-0079

Fax/email: kimhoriuchi@yahoo.com

Date: July 24th, 2006 2008

Time: 5-9:30pm - *(The time may be adjusted to 4:30-9pm. I have*

Location: Butler park *talked to Tony about this) KMH -*

Custom Events will provide the following services:

****Shark Slide-**Our newest slide is one of the largest single piece slides made!!! It stands 34 feet high!! Everyone loves this big guy!!

****Pirates of the Caribbean-** This new obstacle course is awesome. It has two lanes with sea themed obstacles and a slide at the end. Just don't get caught by the pirates hook.
AAARRRGGGHHH.

****Giant Whale Slide.** As a new addition to our list, this piece attracts all ages! This friendly whale stands about 27 feet tall. Who wouldn't want to go for a ride with this big guy!

****Batman Bouncer.** Make it an adventure as you bounce with Batman and all the evil villains!

****Princess Playhouse.** If you love the Disney Princesses, you will love this adorable 4 in one playhouse. Slide, jump and play with Cinderella, Snow White, Belle and all your favorite Disney characters!

****Spiderman Obstacle Course.** Always the latest in trends, what else would it be other than Spiderman! This fun new obstacle is a two-lane course that is about 40 feet long. What a thrill to race your friends through the obstacle course with Spiderman!

**** 10-Midway games.** Every game is unlimited play. Our midway games are all professionally manufactured, and played behind colorful booths. There is always a wide variety of fun prizes for the winners, and consolation prizes for everyone!

****Jeff's Fun and Games.(from 5-8)** This popular activity grew out of demand from previous customers. Jeff Mace is the owner of our company and has a talent for making people have fun! He is energetic and loves to personally interact with your crowd doing fun contests, games, and activities. Everyone who participates will receive a great prize! This service provides an opportunity for lots of people to be involved having fun together!

****Kiddie Corner.** This attraction is designed especially for the little ones! They can jump, slide, run over and up and around as they have a blast in this fun obstacle course made just for them!

****3 Lane Bungee Run.** Test your strength against your friends as you see how far you can run before the bungee pulls you back. The Bungee Run will handle three riders at a time!

****The Jurassic Adventure Obstacle Course.** This is our newest, and one of our most exciting attractions! Being one of the biggest inflatable attractions in the Western United States, it is thrilling for all ages! The huge dinosaur will welcome you into this adventure of slides, tunnels and obstacles. Are you up for it? Enter if you dare!

****The Tropical Surf Slide.** This super slide is big, big, big! It stands over 25 feet tall, and looks like every surfer's dream wave! At more than 20 feet wide, it is designed to accommodate several riders at the same time. The wavy surface of the slide makes it extra exciting to ride!

****18' Giant slide.** This colorful inflatable slide is great fun for all ages, it is double wide so two riders can go at the same time. Not only is it fun, but riders also move through quickly so it is great for large crowds who don't like to wait in line!

2 dunk tanks

4 face painters from 4:30-5:30pm

8 face painters from 5:30-8:30

The total price for the above services will be: \$11,510.00

Minus 10% multi-attraction discount: savings of \$1,610.00

Grand total price (tax N/A): \$9,900.00

To book the above services a 10% deposit is required along with a signed copy of an acceptable proposal.

^The remainder will be due on the day of your event.^

*Custom Events Inc. schedules the use of attractions on a first come, first serve basis. The equipment on this proposal is not guaranteed unless a signed copy is received and confirmed by Custom Events Inc.

**Custom Events Inc. operates all equipment according to manufacturer, and insurance specifications. Custom Events Inc. will not be held liable if wind, weather, or other acts of nature affect our ability to perform this event.

***This contract is subject to a \$25% cancellation fee if event is cancelled within 30 days of event date.

**** THIS CONTRACT INCORPORATES THE "AMENDMENT TO 'CUSTOM EVENTS' CONTRACT AND PURCHASE ORDER DATED APRIL -, 2008 BETWEEN THE PARTIES.

Proposal accepted by:

KEVIN H. CULLINANE, JR.
MAYOR

ATTEST:

LINDA W. DUNLAP, RECORDER

Reference box:

Name: _____
Postition: _____
Phone: _____
Referenced by: _____

Name: _____
Postition: _____
Phone: _____
Referenced by: _____

Amendment to "Custom Events" Contract and Purchase Order

THIS AMENDMENT (this "*Amendment*") is entered into effective __ April 2008 between **CUSTOM EVENTS, INC.**, a Utah corporation ("*Provider*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality ("*City*"), and shall be deemed to amend that certain "Event Proposal" (the "*Agreement*") attached to this Amendment.

Section 1. **Background.** City has scheduled its annual "Butlerville Days" community event (the "*Event*") for 24 July 2008 on the public property surrounding the Cottonwood Heights Recreation Center (the "*Event Site*"). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of rides, games, face-painting and other activities. Provider is in the business of providing such services, and has proposed to provide (as specified in the Agreement) all necessary or advisable equipment, facilities, supervision, etc. for such activities in connection with the Event (collectively, the "*Event Services*").

Section 2. **Amendments.** By their signatures below, the parties mutually accept and enter into the Agreement, subject to the following modifications:

(a) **Time of Event.** With at least three days' prior notice to Provider, City may adjust the time of the Event from 5-9:30 p.m. (as shown on the Agreement) to 4:30-9 p.m.

(b) **Insurance.** Provider shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.—whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of One and One-Half Million Dollars (\$1,500,000.00) combined single limit. Provider shall cause City and its officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three (3) days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

(c) **Hold Harmless Undertaking.** Provider agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City and its officers, employees, agents, servants and representatives (collectively, the "*Indemnitees*") from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney's fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Event Services. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*).

Section 3. **No Other Modifications.** Except as specifically amended and modified by

this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

PROVIDER:

CUSTOM EVENTS, INC., a Utah corporation

By: _____
Joseph R. Mace, President

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Linda W. Dunlavy, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor